

terms and conditions of the certain franchise granted to said company by the City of Austin.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

The Mayor laid before the Council the following resolution:

WHEREAS, The Southwestern Bell Telephone Company has presented to the City Council tentative maps and plans showing the proposed construction of its pole lines in the streets in the City of Austin hereafter named, and said maps or plans have been considered by the City Engineer; therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the Southwestern Bell Telephone Company be and the same is hereby permitted to construct its pole lines in the following streets:

(1) A telephone pole line in NAVASOTA STREET from East 3rd Street to East 3rd Street Alley, the centerline of which pole line shall be 6 feet west of and parallel to the east line of Navasota Street.

THAT the work and construction of said pole lines, including the excavation of the streets and the restoration and maintenance of said streets after said pole lines have been constructed, shall be under the supervision and direction of the City Manager.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Mayor Miller introduced the following resolution:

RESOLVED, That the City Council of the City of Austin learns with very deep regret of the death on June 12, 1934, at Galveston, Texas, of Joseph W. Knipping, the father of one of our most valued and useful employees, R. H. Knipping, Superintendent of the Electric Plant; and be it further

RESOLVED, That this resolution be spread upon the Minutes of this meeting and that a copy be sent to Mr. R. H. Knipping and family.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

There being no further business, Councilman Alford moved to recess, subject to call of the Mayor. The motion was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

The Council then recessed.

Attest:

Hellie McKeel  
City Clerk

Approved Tom Miller  
MAYOR.

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, June 22, 1934.

The meeting was called to order, with Mayor Tom Miller presiding. Roll call showed the following members present: Councilmen G. F. Alford, C. M. Bartholomew, Simon Gillis, Mayor Tom Miller, and Councilman Oswald G. Wolf, 5; absent, none.

Upon motion of Councilman Alford, the regular order of business was suspended and committees were heard as follows:

A committee of merchants on the west side of Guadalupe Street from 21st to 24th Streets asked that parking be allowed on the east side of said street in order to relieve the crowded condition on the west side, which is detrimental to their business.

Councilman Gillis moved that the City Attorney be instructed to prepare an ordinance establishing parallel parking on the east side of Guadalupe Street from 21st to 24th Streets, reserving spaces on each side of the entrances to the Campus as safety zones, and repealing all ordinances in conflict therewith. The motion was adopted by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

Dr. J. W. Calhoun's protest, on behalf of the University officials, against the above action was heard and the Council agreed to give the University Board of Regents a hearing on the matter at such time as they may designate.

A committee of journeymen plumbers asked for the appointment of an assistant plumbing inspector to lighten the work of the plumbing inspector. The matter was referred to the City Manager to determine the necessity for same and to make his recommendations to the Council.

R. T. Miller, et al., submitted petitions, signed by a large number of residents and taxpayers, asking that the City take immediate steps to purchase the Westenfield Swimming Pool and Park in order that they may not be deprived further of the use of same. After considerable discussion, the matter was taken under advisement.

Garland Adair, representing the American Legion Texas Centennial Committee, asked for financial assistance from the City in putting on their coin sales campaign, the proceeds of which to be used in the construction of a museum on the University Campus as a part of the Texas Centennial program, the City to be reimbursed for such expenditure. The matter was taken under advisement.

The Mayor laid before the Council the following resolution:

APPROVING A LOAN AND GRANT AGREEMENT  
BETWEEN THE CITY OF AUSTIN, TRAVIS  
COUNTY, TEXAS, AND THE UNITED STATES  
OF AMERICA, AND AUTHORIZING AND  
DIRECTING THE EXECUTION THEREOF.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

SECTION 1. THAT the following described Loan and Grant Agreement between the City of Austin, Travis County, Texas, and the United States of America, under and subject to the terms of which the United States will, by Loan and Grant not exceeding in the aggregate the sum of \$129,500, aid said City of Austin in financing the construction of the improvements specified in said Agreement, said Loan and Grant Agreement having been read in full before the City Council, be and the same is hereby approved and adopted, the text and terms of said Loan and Grant Agreement being as follows, to-wit:

LOAN AGREEMENT dated as of  
1934, between the CITY OF AUSTIN,  
TRAVIS COUNTY, TEXAS (herein called  
the "Borrower") and the UNITED STATES  
OF AMERICA (herein called the "Government").

#### PART ONE

##### 1. Amount of Loan and Grant, Purchase Price and Purpose.

Subject to the terms and conditions of this agreement, the Borrower will sell and the Government will purchase \$99,000 aggregate principal amount of the bonds (herein called the "Bonds") of the Borrower (being part of an authorized issue of \$857,000) at 100 per centum of the principal amount thereof, plus accrued interest, and the Government will make and the Borrower will accept a grant (herein called the "Grant") but such Grant shall not be in excess of

30 per centum of the cost of the labor and materials employed upon a project (herein called the "Project") consisting of improvements to the Borrower's waterworks and electric light systems, comprising installation of a high pressure water service pump and a Venturi meter in the existing pumping station and the construction of certain items in connection with the installation of a 7500 KW Turbo-generator with necessary auxiliaries, two 30-ton turbine cranes, repairs to the setting of three boilers, construction of a 6,000,000 gallon settling basin and alterations to the treatment building for water system, such items being specifically identified in the Borrower's application as: incidental repair work, lime unloading equipment and additions to head house, settling basin and preliminary operation (such waterworks and electric light systems, including the completed Project, and the Borrower's sewer system, together with any additions thereto and improvements and replacements thereof, being herein collectively called the "System"), and in no event shall the Grant, excluding such part of the Grant as may be made under the provisions of Paragraph 11, PART TWO, hereof, together with the aggregate principal amount of the Bonds purchased, and any other funds (herein called "Other Funds") received directly or indirectly from the Government or any agency or instrumentality thereof to aid in financing the construction of the Project, exceed in aggregate amount the total cost of the Project and such aggregate amount shall not exceed \$129,500, the proceeds derived from the sale of the Bonds, together with all Grant payments made under the provisions of Paragraph 8, PART TWO, hereof, any Grant payments made under the provisions of Paragraph 10, PART TWO, hereof, and Other Funds, to be used by the Borrower for the construction of the Project and for incidental purposes; all pursuant to the Borrower's application (herein called the "Application"), P. W. A. Dockets Nos. 1758 and 3487, the proceedings authorizing the issuance of the Bonds, Title 11 of the National Industrial Recovery Act (herein called the "Act"), approved June 16, 1933, the Constitution and Statutes of the State of Texas, including particularly: Article 1111-1118 (both inclusive) of the 1925 Revised Civil Statutes of Texas, as amended; Chapter 163, Acts Regular Session 42nd Legislature of Texas, as amended; and Article XXI, Section 2, Charter of the City of Austin.

2. Description of Bonds.

(a) Designation: Water, Electric Light and Sewer Systems Revenue Bond.

(b) Principal Amount: \$99,000

(c) Type: Special obligation coupon bond containing on its face these words:

" This bond is subject to the condition and every holder hereof by accepting the same agrees with the obligor and every subsequent holder hereof that (a) the delivery of this bond to any transferee if not registered, or, if it be registered if the last registered transfer be to bearer, shall vest title in this bond and the interest represented thereby in such transferee to the same extent for all purposes as would the delivery under like circumstances of any negotiable instrument payable to bearer; (b) the obligor and any agent of the obligor may treat the bearer of this bond, or if it be registered in the name of a holder, the registered holder of this bond, as the absolute owner hereof for all purposes and shall not be affected by any notice to the contrary; (c) the principal of and the interest on this bond will be paid, and this bond and each of the coupons appertaining thereto are transferable, free from and without regard to any equities between the obligor and the original or any intermediate holder hereof or any setoffs or cross-claims; and (d) the surrender to the obligor or any agent of the obligor of this bond and of each of the coupons if not registered or if it be registered if the last registered transfer be to bearer, or the receipt of

the registered holder for the principal hereof and interest hereon if this bond be registered in the name of a holder, shall be a good discharge to the obligor for the same. "

(d) Registration: Registerable at the option of the holder as to principal only.

(e) Date: March 15, 1934.

(f) Interest: 4 per centum per annum, payable September 15, 1934, and semi-annually thereafter on the fifteenth days of March and September in each year.

(g) Maturities: On March 15, in each year as follows:

<u>Year</u>	<u>Amount</u>
1935	\$ 9,000
1936	10,000
1937	10,000
1938	10,000
1939	10,000
1940	10,000
1941	10,000
1942	10,000
1943	10,000
1944	10,000

(h) Security: Special obligations of the Borrower which, together with the total issue of which the Bonds are a part, are payable from and secured by an exclusive first lien on and pledge of the revenues of the Borrower's entire System, after deduction of reasonable operation and maintenance expenses.

(i) Place and Medium of Payment: In the City of Austin, Texas; or, at the option of the holder, at a bank or trust company in the Borough of Manhattan, City and State of New York, in such funds as are, on the respective dates of payment of principal of and interest on the Bonds, legal tender for debts due the United States of America.

(j) Denomination: \$1,000.

3. Form, Text and Sample of Bond. The Bonds shall be in form and text satisfactory to the Legal Division of the Federal Emergency Administration of Public Works (herein called "Counsel for the Government"). Before the Bonds are prepared, the Borrower shall submit a sample or specimen bond with coupons for approval by Counsel for the Government.

4. Method of Taking Up Bonds. The Bonds shall be taken up and paid for in blocks from time to time as funds are needed for the Project, or the entire issue may be taken up and paid for by the Government at one time, in the discretion of the Finance Division of the Federal Emergency Administration of Public Works (herein called the "Finance Division").

5. Amount of Bonds to be Taken Up. The Government shall be under no obligation to take up and pay for Bonds beyond the amount which together with Other Funds, and the amount to be paid to the Borrower on account of the Grant as provided in this Agreement, shall be necessary, in the judgment of the Engineering Division of the Federal Emergency Administration of Public Works (herein called the "Engineering Division"), to complete the Project.

6. Deposit of Bond Proceeds and Grant; Special Accounts; Bond Fund. The Borrower will pay all accrued interest which it receives from the sale of the Bonds at the time of the payment therefor and any payment which may be made on account of the Grant under the provisions of Paragraph 11, PART TWO, hereof, into an interest and bond retirement fund account (herein called the "Bond Fund"), more fully described in Paragraph 9, PART ONE, hereof. It will deposit the remaining proceeds from the sale of the Bonds and all Grant payments made under the provisions of Paragraph 8, and any Grant payment made under the provisions of Paragraph 10, PART TWO, hereof, in a bank or banks which are members of the Federal Reserve System, in a special account or accounts (herein called the "Special Accounts") each of such Special Accounts to be continuously secured by a pledge to the Borrower of direct obli-

gations of the United States of America having an aggregate market value, exclusive of accrued interest, at all times at least equal to the balance on deposit in each of such Special Accounts, such securities to be deposited with the Borrower or held by a trustee or agent satisfactory to the Finance Division, the trust or agency agreement to be satisfactory in form, sufficiency and substance to Counsel for the Government. Provided, however, that, if satisfactory to the Finance Division, such Special Accounts may be secured by a surety bond or bonds, such bond or bonds to be acceptable to the Finance Division and satisfactory in form, sufficiency and substance to Counsel for the Government.

7. Disbursement of Funds in Special Accounts. The Borrower shall expend the funds in such Special Accounts only for such purposes as shall have been previously specified in Bond or Grant requisitions and the documents accompanying the same, filed with the Government and approved by Counsel for the Government including the payment of interest accruing on the Bonds during the construction of the Project from the date of their sale. Any balance or balances remaining unexpended in such Special Accounts after the completion of the Project and which are not required to meet unpaid obligations incurred in connection with the construction of the Project shall be paid into the Bond Fund and shall become a part thereof, or said unexpended balance or balances may be used for the purchase of such of the Bonds as are then outstanding at a price, exclusive of accrued interest, not exceeding the principal amount thereof. Any bonds so purchased shall be cancelled and no additional bonds shall be issued in lieu thereof. Such Bonds, when cancelled, shall be submitted to the Government for recording.

8. Rates. The Borrower shall fix and maintain rates and collect charges for the facilities and services afforded by the System, which will provide revenues sufficient at all times:

(a) To pay for all operation, maintenance, depreciation, replacement and betterment charges of the System.

(b) To establish and maintain the Bond Fund.

(c) To pay all outstanding indebtedness against the System, other than the Bonds, as and when the same become due.

9. Use of Revenues. The Borrower shall deposit as collected all revenues derived from the operation of the System into a separate account (herein called the "System Fund") which shall be kept separate and apart from all other funds of the Borrower. The System-Fund shall be administered as follows:

(a) Bond Fund. From the funds in the System Fund the borrower shall pay into the Bond Fund during each year in which any of the bonds of the authorized issue of which the Bonds are a part (all of such authorized issue, including the Bonds, being hereinafter collectively called the "Bonds Issued") are outstanding, commencing with the date of the completion of the Project, an amount equal to 100 per centum of the amount required to meet the interest and principal payments falling due on or before the next maturity date of the Bonds Issued. In addition to such payment, the Borrower shall pay into the Bond Fund from the System Fund in each year ten per centum of the above required amount until such time as there is in the Bond Fund an amount sufficient to meet the principal payments falling due on or before the next maturity date of the Bonds Issued and the interest and principal payments on the Bonds Issued for one year thereafter. The amount required to be paid into the Bond Fund in each year shall be paid in substantially equal monthly payments from the moneys in

the System Fund after deductions have been made for paying the reasonable cost of the operating and maintaining of the System for such month. If the revenues of the System in any month, after deducting for operation and maintenance, are insufficient to make the required payment into the Bond Fund, then the amount of any deficiency in the payment made shall be added to the amount otherwise required to be paid into the Bond Fund in the next month. It is the intent of this Agreement that the sums paid into the Bond Fund shall be in excess of the immediate requirements for payment of interest on and principal of the Bonds Issued until there has been accumulated in the Bond Fund, as a reserve for contingencies, an amount sufficient to service the Bonds Issued for one year.

The moneys in the Bond Fund shall be used solely for the purpose of paying interest on and principal of the Bonds Issued until all the Bonds Issued have been retired; provided that, when the total in the Bond Fund is equal to the aggregate principal amount of the Bonds Issued outstanding plus accrued interest thereon, the moneys in the Bond Fund may be used to purchase Bonds Issued at a price, exclusive of accrued interest, not exceeding the principal amount thereof.

The moneys paid into the Bond Fund shall be deposited in a bank or banks and shall be continuously secured by a valid pledge to the Borrower of direct obligations of the United States of America having an aggregate market value, exclusive of accrued interest, at all times at least equal to such Bond Fund; or the Bond Fund shall be invested in such direct obligations of the United States of America, deposited in escrow under an escrow agreement satisfactory in form, sufficiency and substance to Counsel for the Government, provided, however, that in the ordinance authorizing the issuance of the Bonds Issued and in any such escrow agreement, the Borrower may make suitable provision for the sale of such obligations when it shall prove necessary to draw upon the Bond Fund; or, if satisfactory to the Finance Division, the Bond Fund may be secured by a surety bond or bonds, such bond or bonds to be acceptable to the Finance Division and satisfactory in form, sufficiency and substance to Counsel for the Government; or if satisfactory to the Finance Division, the Bond Fund may be deposited in a bank or banks as a special deposit, upon terms and conditions satisfactory to Counsel for the Government.

(b) Surplus. Any funds remaining in the System Fund, after provision for the reasonable cost of operating and maintaining the System and after paying the amounts required to be paid into the Bond Fund as above provided, may be used by the Borrower for the purchase of Bonds Issued at not exceeding the principal amount thereof (exclusive of accrued interest) or for any other purpose permitted by law.

10. Additional Bonds; Encumbrance and Sale. While any of the Bonds Issued are outstanding, the Borrower shall not issue any additional bonds payable for the revenues of the System unless the lien of such bonds on the revenues of the System is made junior and subordinate in all respects to the lien of the Bonds Issued. In no event, while any of said Bonds Issued are outstanding will the Borrower mortgage or otherwise encumber the System or any part thereof, or sell, lease or otherwise dispose of any substantial portion of such System. These provisions shall inure to the benefit of and be enforceable by any holder of any of the Bonds.

11. Maintenance and Operation. The Borrower shall maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost. So long as any of the Bonds are outstanding, the Borrower agrees to maintain insurance, for the benefit of the holder or holders of the Bonds Issued, on the System of a kind and in an amount which

usually would be carried by private companies engaged in a similar type of business. Nothing in this Agreement shall be construed as requiring the Borrower to expend any funds which are derived from sources other than the operation of the System, but nothing herein shall be construed as preventing the Borrower from doing so.

12. Accounts and Periodic Statements. The Borrower shall keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the System. The Borrower shall furnish to the Government so long as it holds any of the Bonds, and to any holder of any of the Bonds, at the written request of such holder, not more than thirty days after the close of each six months fiscal period, complete operating and income statements of the System in reasonable detail covering such six months period, and, not more than sixty days after the close of each fiscal year, complete financial statements of the System in reasonable detail covering such fiscal year, certified by the Borrower's auditors.

13. Inspection. Any purchaser from the Government of 25 per centum in aggregate principal amount of the Bonds at the time then outstanding or any holder or holders of 25 per centum of said amount of outstanding Bonds shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Borrower relating thereto.

#### PART TWO.

1. Approval of Agreement. Within a reasonable time after the receipt of the Agreement, the Borrower shall adopt a resolution setting forth the Agreement in full, approving the same, and authorizing and directing the execution thereof by the official or officials designated to sign the same on the Borrower's behalf. Promptly thereupon, the Borrower shall cause such official or officials to sign the Agreement.

2. Preliminary Proceedings by Borrower. When the Agreement has been signed on behalf of the Borrower, the Borrower shall promptly:

(a) Send to the Government three signed counter-parts of the Agreement and two certified copies of the resolution adopted by the Borrower pursuant to Paragraph 1, PART TWO, hereof, together with two certified extracts of the minutes pertaining to its adoption and any papers, certificates and other documents which may be requested by Counsel for the Government;

(b) Retain municipal bond counsel satisfactory to the Finance Division to assist the Borrower in the proceedings relative to the authorization, issuance and sale of the Bonds, and to give such legal opinions relative thereto as may be requested by Counsel for the Government;

(c) Submit to the Government plans, drawings and specifications of the work and materials to be employed upon the Project; the latest data as to the expected cost of the Project; a statement as to when and how it is proposed to advertise for bids and to let contracts for the work; a statement as to when and how it is proposed to acquire the necessary lands, easements, franchises, and rights-of-way; an estimate as to the amount of money that will be needed at the time of the sale of the Bonds; and any other details or data that may be requested by the Engineering Division;

(d) Submit to the Government all such authorizations, permits, licenses and approvals from Federal, State, county, municipal and other authorities as Counsel for the

Government may deem advisable then to be obtained in connection with the Project or the Bonds;

(e) Take all the proceedings necessary for the authorization and issuance of the Bonds.

3. First Bond Requisition. As soon as the provisions of Paragraph 2, PART TWO, hereof, shall have been complied with to the satisfaction of Counsel for the Government, the Borrower will file with the Government a requisition requesting the Government to take up and pay for such amount of the Bonds as, together with Other Funds, will provide sufficient funds for the construction of the Project for a reasonable period (or, in the discretion of the Finance Division, a requisition to take up and pay for the entire amount thereof at one time), specifying the principal amount, serial numbers and maturities (which maturities shall be satisfactory to the Finance Division) of the Bonds of such block and the date when it is desired to complete the delivery thereof (which date shall not be earlier than ten days after the government's receipt of such first Bond requisition, unless otherwise satisfactory to Counsel for the Government), the first Bond requisition to be accompanied by a complete transcript of all bond proceedings to date, together with such certificates, forms, opinions, letters, statements and other documents as may be requested by Counsel for the Government.

4. First Bond Payment. If the first Bond requisition and the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then, subject to the terms and conditions of this Agreement, upon reasonable notice to the Borrower, and within a reasonable time after the receipt by the Government of the first Bond requisition, the Government will arrange to take up and pay for such amount of the Bonds as, together with Other Funds, will provide, in the judgment of the Engineering Division, sufficient funds for the construction of the Project for a reasonable period, or, in the judgment of the Finance Division, the entire amount of the Bonds, the first Bond payment to be made at the San Antonio Branch of the Federal Reserve Bank of Dallas, San Antonio, Texas, (herein called the "Reserve Bank"), or at such other place or places as Counsel for the Government may designate, against delivery by the Borrower of such Bonds, (having all unmatured coupons attached), together with such documents as may be requested by and which shall be in form, sufficiency and substance as theretofore approved by Counsel for the Government.

5. Subsequent Bond Requisitions. Unless all of the Bonds shall have been previously delivered and paid for, from time to time after the first Bond payment, but not oftener than once a month, (unless otherwise satisfactory to the Engineering Division), the Borrower will file a requisition with the Government requesting the Government to take up and pay for an additional block of the Bonds of such amount, as, together with Other Funds, and such portion, if any, of the Grant, requested simultaneously with such Bond requisition, will provide sufficient funds for the construction of the Project for a reasonable period, specifying the principal amount, serial numbers and maturities, (which maturities shall be satisfactory to the Finance Division), of the Bonds included in such block and the date when it is desired to complete the delivery thereof, (which date shall be not earlier than ten days after the Government's receipt of such Bond requisition, unless otherwise satisfactory to Counsel for the Government), each Bond requisition to be accompanied by such documents as may be requested by Counsel for the Government.

6. Subsequent Bond Payments. If a Bond requisition and the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then, subject to the terms and conditions of this Agreement, upon reasonable notice to the Borrower, and within a reasonable time after the receipt by the Government of such Bond requisition, the Government will arrange to take up and pay for such additional amount of the Bonds as, together with Other Funds, and such portion, if any, of the Grant, paid simultaneously with the payment for such amount of the Bonds, will provide, in the judgment of the Engineering Division, sufficient funds for the construction of the Project for a reasonable period, each Bond payment to be made at the Reserve Bank or at such other place or places as Counsel for the Government may designate, against delivery of such block of Bonds, (having all unmatured coupons attached), together with such documents as may be requested by and which shall be in form, sufficiency and substance as theretofore approved by Counsel for the Government.

7. Grant Requisitions. The Borrower may at any time after the execution of this Agreement but not oftener than once a week, file a requisition requesting the Government to make a payment to the Borrower on account of the Grant, each Grant requisition to be accompanied by such documents as may be requested by Counsel for the Government.

8. Grant Payments. If a Grant requisition and the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then, subject to the terms and conditions of this Agreement, upon reasonable notice to the Borrower, and within a reasonable time after the receipt by the Government of such Grant requisition (but not earlier than ten days after the receipt thereof, unless otherwise satisfactory to Counsel for the Government), the Government will pay to the Borrower a sum of money, which, together with all previous Grant payments, and Other Funds, shall be equal in aggregate amount to 25 per centum of the cost of the labor and materials shown to have been employed upon the Project to a date not later than the date of such Grant requisition; provided, however, that such Grant payment, together with all previous Grant payments, Other Funds, and the amount paid for the Bonds shall not exceed in aggregate amount the total cost of the Project, and in no event shall such Grant payment, together with all previous Grant payments and Other Funds, exceed in aggregate amount the sum of \$30,500; each Grant payment to be made at the Reserve Bank or at such other place or places as Counsel for the Government may designate, against delivery by the Borrower of its receipt therefor.

9. Final Grant Requisition. Within a reasonable time after the Project has been completed and all costs incurred in connection therewith have been determined, the Borrower may file a requisition with the Government requesting the Government for the final portion of the Grant, the final Grant requisition to be accompanied by such documents as may be requested by Counsel for the Government.

10. Final Grant Payment. If the final Grant requisition and the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then subject to the terms and conditions of this Agreement, upon reasonable notice to the Borrower, and within a reasonable time after the receipt by the Government of the final Grant requisition (but not earlier than ten days after the receipt thereof, unless otherwise satisfactory to Counsel for the Government), the Government will pay to the Borrower a sum of money, which, together with all previous Grant payments, and Other Funds, shall be equal in aggregate amount to 30 per centum of the cost of the labor and materials

employed upon the Project; provided, however, that the final Grant payment, together with all previous Grant payments, Other Funds, and the amount paid for the Bonds shall not exceed in aggregate amount the total cost of the Project, and in no event shall the final Grant payment, together with all previous Grant payments and Other Funds, exceed in aggregate amount the sum of \$30,500; the final Grant payment to be made at the Reserve Bank or at such other place or places as Counsel for the Government may designate, against delivery by the Borrower of its receipt therefor.

11. Cancellation of Bonds. If the Borrower, within a reasonable time after the completion of the Project, shall have filed the final Grant requisition with the Government, and if the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then, in addition to the Grant payments made under the provisions of Paragraphs 8 and 10, PART TWO, hereof, the Government will cancel, in so far as possible, and in such order as may be satisfactory to the Finance Division, Bonds and/or coupons in an aggregate amount equal to the amount, if any, by which 30 per centum of the cost of the labor and materials employed upon the Project exceeds the aggregate of all such Grant payments and Other Funds; and for such reasonable time and to this end, the Government will hold Bonds in the amount necessary to effectuate the purpose and intent of this Paragraph, unless payment of such excess shall have been otherwise provided for by the Government.

### P A R T   T H R E E C O N S T R U C T I O N   C O N T R A C T S

#### I N   C O N S I D E R A T I O N   O F   T H E   G R A N T ,   T H E   B O R R O W E R   C O V E N A N T S   T H A T :

1. Construction Contracts. All construction contracts made by the Borrower and all subcontracts for work on the Project shall be subject to the rules and regulations adopted by the Government to carry out the purposes and control the administration of the Act, and shall contain provisions appropriate to insure that:

(a) Convict Labor. No convict labor shall be employed on the Project, and no materials manufactured or produced by convict labor shall be used on the Project.

(b) 30-Hour Week. Except in executive, administrative and supervisory positions, so far as practicable and feasible in the judgment of the Government, no individual directly employed on the Project shall be permitted to work more than thirty hours in any one week, or, except in cases of emergency, on any Sundays or legal holidays; but in accordance with rules and regulations from time to time made by the Government, this provision shall be construed to permit working time lost because of inclement weather or unavoidable delays in any one week to be made up in the succeeding twenty days.

(c) Wages.

(1) All employees shall be paid just and reasonable wages which shall be compensation sufficient to provide, for the hours of labor as limited, a standard of living in decency and comfort;

(2) All contracts and subcontracts shall further prescribe such minimum wage rates for skilled and unskilled labor as may be determined by the Government and shall be subject to all rules and regulations which the Government may promulgate in connection therewith. Such minimum rates, if any, shall also be stated in all proposals of bids submitted including those of subcontractors; and a clearly legible statement of all wage rates to be paid the several classes of labor employed on the work shall be posted in a prominent

and easily accessible place at the site of the work. All contractors shall keep a true and accurate record of the hours worked by and the wages paid to each employee and shall furnish the Government with sworn statements thereof on demand:

(3) All employees shall be paid in full not less often than once each week and in lawful money of the United States of America in the full amount accrued to each individual at the time of closing of the pay roll, which shall be at the latest date practicable prior to the date of payment, and there shall be no deductions on account of goods purchased, rent, or other obligations, but such obligations shall be subject to collection only by legal process.

(d) Labor Preferences. Preference shall be given, where they are qualified, to ex-service men with dependents, and then in the following order:

(1) To citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of the City of Austin and/or Travis County in the State of Texas; and

(2) To citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of the State of Texas; provided, that these preferences shall apply only where such labor is available and qualified to perform the work to which the employment relates.

(e) Employment Services. To the fullest extent possible, labor required for the Project and appropriate to be secured through employment services, shall be chosen from lists of qualified workers submitted by local employment agencies designated by the United States Employment Services, provided, however, that organized labor, skilled and unskilled, shall not be required to register at such local employment agencies but shall be secured in the customary ways through recognized union locals. In the event, however, that qualified workers are not furnished by the union locals within 48 hours (Sundays and holidays excluded) after request is filed by the employer, such labor may be chosen from lists of qualified workers submitted by local employment agencies designated by the United States Employment Service. In the selection of workers from lists prepared by such employment agencies and union locals, the labor preferences provided in Sub-Paragraph (d) supra, shall be observed in accordance with such rules and regulations as the Government may prescribe.

(f) Human Labor. In accordance with such rules and regulations as the Government may prescribe, the maximum of human labor shall be used in lieu of machinery wherever practicable and consistent with sound economy and public advantage; and to the extent that the work may be accomplished at no greater expense by human labor than by the use of machinery, and labor of requisite qualifications is available, such human labor shall be employed.

(g) Accident Prevention. Every construction contract for work on the Project shall contain an undertaking to comply with all applicable provisions of the laws and building and construction codes of the State, Territory, District and/or municipality in which the work is done and with any regulations for the protection of workers which may be promulgated by the Government.

(h) Compensation Insurance. Every construction contract for work on the Project shall contain a provision requiring the employer to furnish compensation insurance for injured workers and to give proof of such adequate insurance satisfactory to the Government.

(i) Persons Entitled to Benefits of Labor Provisions. Every person who performs the work of a laborer or of a mechanic on the Project, or any part thereof, shall be entitled to the benefits of the labor and wage provisions hereof, regardless of any contractual relationship between the contractor or subcontractor and such laborer or mechanic. There shall be no discrimination in the selection of labor on the ground of race, creed or color.

(j) Bonding of Contracts. Construction contracts shall be supported by adequate surety or other bonds or security satisfactory to the Government for the protection of labor and material men employed on the Project or any part thereof.

(k) Materials. So far as articles, materials, and supplies produced in the United States are concerned, only articles, materials and supplies produced under codes of fair competition adopted pursuant to the provisions of Title I of the Act, or under the President's Reemployment Agreement, shall be used in work on the Project, except when the Government determines that this requirement is not in the public interest or that the consequent cost is unreasonable. So far as feasible and practicable, and subject to the above, preference shall be given to the use of locally produced materials if such use does not involve higher cost, inferior quality or insufficient quantity, subject to the determination of the Government; but there shall be no requirement providing price differentiations for or restricting the use of materials to those produced within the Nation or State.

(l) Inspection and Records. The Government, through its authorized agents, shall have the right to inspect all work as it progresses and shall have access to all pay rolls, records of personnel, invoices of materials, and other data relevant to the performance of the contract.

(m) Reports. Subject to such rules and regulations as the Government may prescribe, contractors and subcontractors shall make reports in triplicate to the Government monthly within five days after the close of each calendar month on forms to be furnished by the United States Department of Labor, which reports shall include the number of persons on their pay rolls, the aggregate amount of the pay rolls, the man hours worked, wage scales paid to various classes of labor and the total expenditures for materials. - The contractors shall also furnish to the Government the names and addresses of all subcontractors at the earliest date practicable.

(n) Compliance with Title I of the Act. All contractors and subcontractors must comply with the conditions prescribed in Sections 7 (a) (1) and 7 (a) (2) of Title I of the Act.

2. Restriction as to Contractors. No contract shall be let to any contractor or subcontractor who has not signed and complied with the applicable approved code of fair competition adopted under Title I of the Act for the trade or industry or subdivision thereof concerned, or, if there be no such approved code, who has not signed and complied with the provisions of the President's Reemployment Agreement.

3. Termination for Breach. The Borrower will enforce compliance with all the provisions of this part of this Agreement, and, as to any work done by it in connection with the construction of the Project, will itself comply therewith. All construction contracts shall provide that if any such provisions are violated by any contractor or subcontractor, the Borrower may, with the approval of the Government, and shall at the request of the Government, terminate by written notice to the contractor or subcontractor the contract of such contractor or subcontractor, and have the right to take over the work and prosecute the same to com-

pletion by contract or otherwise and such contractor or subcontractor and his sureties shall be liable for any excess cost occasioned thereby and/or, if so requested by the Government, the Borrower shall withhold from such contractor or subcontractor so much of the compensation due to him as may be necessary to pay to laborers or mechanics the difference between the rate of wages required by the contract and the rate of wages actually paid to the laborers and mechanics.

4. Force Labor. Provided, however, that if prices in the bids are excessive, the Borrower reserves the right, anything in this agreement to the contrary notwithstanding, to apply to the Government for permission to do all or any part of the Project by day labor, upon such conditions as the Government may impose, with the understanding that all provisions in this Agreement, including those relating to labor, wages, hours and recruitment, shall be observed.

#### P A R T   F O U R

1. Construction of Project. Upon receiving a Bond payment under the provisions of Paragraph 4, PART TWO, hereof, the Borrower will promptly commence or cause to be commenced the construction of the Project (unless such construction has already been commenced), and the Borrower will thereafter continue such construction or cause it to be continued to completion with all practicable dispatch, in an efficient and economical manner, at a reasonable cost, and in accordance with the provisions of this Agreement as to the labor and materials to be employed upon the Project, and the plans, drawings, specifications and construction contracts which, except for subcontracts, shall be in form satisfactory to the Engineering Division, and in accordance with such engineering supervision and inspection as the Government or its representatives may require. Except with the prior written consent of Counsel for the Government, no materials or equipment for the Project shall be purchased by the Borrower subject to any chattel mortgage or any conditional sale or title retention agreement.

2. Completion of Project. Upon the completion of the Project the Borrower will furnish to the Government a certificate of the Borrower's engineers certifying to such completion, to the total cost of the Project and to such other matters as the Engineering Division may request, such certificate to be accompanied by such data as the Engineering Division may request.

3. Information. During the construction of the Project the Borrower will furnish to the Government all such information and data as the Engineering Division may request as to the construction, cost and progress of the work. The Borrower will furnish to the Government and to any purchaser from the Government of 25 per centum of the Bonds, such financial statements and other information and data relating to the Borrower, the Project and the System as the Finance Division or any such purchaser from time to time may reasonably require.

4. Conditions Precedent to the Government's Obligations. The Government shall be under no obligation to pay for any of the Bonds or to make any Grant,

(a) Budget. If in the judgment of the Federal Emergency Administrator of Public Works (hereinafter called the "Administrator"), the Borrower has failed to balance its budget satisfactorily, or has failed to take satisfactory action which is reasonably designed to bring the ordinary current expenditures of the Borrower within the prudently estimated revenues thereof;

(b) Cost of Project. If the Engineering Division shall not be satisfied that the Borrower will be able to construct the Project within the cost estimated at the time when the Application was approved by the Government, such estimated cost being the amount of \$129,500, unless, in the event that additional funds appear to the Engineering Division to be necessary in order to pay in full the cost of the construction of the Project, the Finance Division shall be satisfied that the Borrower will be able to obtain such funds, as needed, through additional borrowing or otherwise, in a manner satisfactory to Counsel for the Government.

(c) Compliance. If the Borrower shall not have complied, to the satisfaction of Counsel for the Government, with all the provisions contained or referred to in this Agreement and in the proceedings authorizing the issuance of the Bonds, theretofore to be complied with by the Borrower;

(d) Legal Matters. If Counsel for the Government shall not be satisfied as to all legal matters and proceedings affecting the Bonds, the security therefor or the Project;

(e) Representations. If any representation made by the Borrower in this Agreement or in the Application or in any supplement thereto or amendment thereof, or in any document submitted to the Government by the Borrower shall be found by Counsel for the Government to be incorrect or incomplete in any material respect;

(f) Financial Condition. If, in the judgment of the Finance Division, the financial condition of the Borrower and the System shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government.

5. Representations and Warranties. The Borrower represents and warrants as follows:

(a) Authorizations. All necessary authorizations, permits, licenses and approvals from Federal, State, county, municipal and other authorities in connection with the Project or the Bonds have been or will be obtained;

(b) Litigation. No litigation or other proceedings are now pending or threatened which might adversely affect the Bonds, the construction and operation of the Project, or the financial condition of the Borrower;

(c) Financial Condition. The character of the assets and the financial condition of the Borrower and the System are as favorable as at the date of the Borrower's most recent financial statements, furnished to the Government as a part of the Application, and there have been no changes in the character of such assets or in such financial condition except such changes as are necessary and incidental to the ordinary and usual conduct of its affairs;

(d) Fees and Commissions. No fee or commission has been or will be paid by the Borrower or any of its officers, employees, agents or representatives, and no agreement to pay a fee or commission has been or will be entered into by or on behalf of the Borrower, or any of its officers, employees, agents or representatives, in order to secure the loan and/or Grant hereunder;

(e) Affirmation. Every statement contained in this Agreement, in the Borrower's Application, and in any supplement thereto or amendment thereof, and in any other document submitted or to be submitted to the Government by or on behalf of the Borrower is, or when so submitted will be, correct and complete, and no relevant fact materially affecting the Bonds, the Grant, the Project or the obligations of the Borrower under this Agreement has been or will be omitted therefrom.

6. Use of Government's Name. Without the prior written consent of the Government, the Borrower will not refer to this Agreement or to any purchase by the Government of the Bonds as an inducement for the purchase of any securities (including Bonds repurchased from the Government) of the Borrower; and will not permit any purchaser from it of any such securities to do so.

7. Sale of Bonds by the Government. The Borrower will take all such steps as the Government may reasonably request to aid in the sale by the Government of any or all of the Bonds. Upon request, the Borrower will furnish to the Government or to any purchaser from the Government of 25 per centum of the Bonds, information for the preparation of a bond circular in customary form, signed by the proper official of the Borrower, containing such data as the Government or such purchaser may reasonably request concerning the Borrower and the System.

8. Expenses. The Government shall be under no obligation to pay any costs, charges or expenses incident to compliance with any of the duties or obligations of the Borrower under this Agreement including, without limiting the generality of the foregoing, the cost of preparing, executing or delivering the Bonds or obtaining any legal opinions requested by Counsel for the Government.

9. Supplemental Documents. The Borrower will furnish to the Government such supplemental documents as Counsel for the Government may request in connection with the Bonds, the Grant, the Project or the obligations of the Borrower under this Agreement.

10. Waiver. Any provision of this Agreement may be waived or amended with the consent of the Borrower and the written approval of the Engineering Division, Finance Division, and Counsel for the Government, without the execution of a new or supplemental agreement, if, in the opinion of Counsel for the Government, which shall be conclusive, such waiver or amendment does not substantially vary the terms of this Agreement. No waiver by the Government of any such provision shall constitute a waiver thereof as applied to any subsequent obligation of the Borrower or the Government under this Agreement.

11. Agreement Not for the Benefit of Third Parties. This Agreement is not for the benefit of any person or corporation other than the parties hereto, their respective assigns or the successors of the Borrower, and neither the holder of the Bonds nor any other person or corporation, except the parties hereto, their respective assigns or the successors of the Borrower, shall have any rights or interest in or under this Agreement, except as expressly provided for herein.

12. Interest of Member of Congress. No Member of or Delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon.

13. Validation. The Borrower hereby covenants that it will institute, prosecute and carry to completion insofar as it may be within the power of the Borrower, any and all acts and things to be performed or done to secure the enactment of legislation or to accomplish such other proceedings, judicial or otherwise, as may be necessary, appropriate or advisable to empower the Borrower to issue the Bonds, and to remedy any defects, illegalities and irregularities in the proceedings of the Borrower relative to the issuance of the Bonds and to validate the same after the issuance thereof to the Government, if in the judgment of Counsel for the Government such action may be deemed necessary, appropriate or advisable. The Borrower further covenants that it will procure and furnish to the Government, as a

condition precedent to the Government's obligations hereunder, a letter from the Governor of the State of Texas in form satisfactory to Counsel for the Government and expressing the covenant and agreement of said Governor to effectuate insofar as it is within his power the covenant of the Borrower as hereinabove in this Paragraph expressed.

14. Miscellaneous. This Agreement shall be binding upon the parties hereto when a copy thereof, duly executed by the Borrower and the Government, shall have been received by the Borrower. This Agreement shall be governed by and be construed in accordance with the laws of the State of Texas.

15. Promotion of National Recovery. The Borrower covenants to discharge faithfully and with all possible dispatch the duties and obligations imposed upon it by this Agreement, it being the purpose of this Agreement to enable the Borrower to secure the benefits of the Act, foster employment, promote the public welfare and thereby assist in the recovery program of the President of the United States.

16. Undue Delay by the Borrower. The Government shall have the right to rescind the allotment for the Project and annul any obligation to make a loan or a grant to the Borrower unless the Borrower shall within a reasonable time:

(a) Sign and return to the Government three counterparts of this Agreement as provided in Paragraphs 1 and 2, PART TWO, hereof. (For the purposes of this subparagraph 16(a) a reasonable time shall be deemed to be ten days in the ordinary course of events or such longer period as shall be allowed in the absolute discretion of the Administrator);

(b) Comply with all the provisions of Paragraph 2, PART TWO, hereof, including particularly subparagraph (e) relating to the authorization and issuance of the Bonds;

(c) File requisitions with the Government in accordance with the provisions of Paragraphs 3 and 5, PART TWO, hereof; and

(d) Commence or cause to be commenced the construction of the Project. The Administrator shall determine in his absolute discretion what constitutes a reasonable time within the meaning of this Paragraph 16.

17. Naming of Project. The Project shall not be named except with the written consent of the Administrator.

18. Construction of Agreement. If any provision of this Agreement shall be invalid in whole or in part, to the extent that it is not invalid it shall be valid and effective and no such invalidity shall affect, in whole or in part, the validity and effectiveness of any other provision of this Agreement or the rights or obligations of the parties hereto, provided, in the opinion of Counsel for the Government, the Agreement does not then violate the terms of the Act.

SECTION 2. THAT Guiton Morgan, as City Manager of said City of Austin, be and he is hereby authorized and directed to execute such Loan and Grant Agreement, as set out and described in Section 1 hereof, in triplicate, on behalf of said City of Austin, and said City Manager be and he is hereby authorized and directed to impress or affix the official seal of the City of Austin to each of said copies of said Loan and Grant Agreement, and to attest such seal.

SECTION 3. THAT said Guiton Morgan, as City Manager, be and he is hereby directed to forthwith send three copies of said Loan and Grant Agreement, as executed on behalf of the said City of Austin, to the Federal Emergency Administration of Public Works, Washington, D.C.

SECTION 4. THAT the said Guiton Morgan, as said City Manager, be and he is hereby authorized and empowered on behalf of the said City of Austin to request and consent to modifica-

tions of or changes in said Loan and Grant Agreement with reference to the designation, date, denomination, medium of payment, places of payment, and registration or conversion privileges of the bonds to be issued thereunder in order to comply with the requirements of law and of the proceedings taken for the issuance of said bonds, and to execute in the same manner as said Loan and Grant Agreement any further instruments that may be found to be desirable in connection with such modifications or changes.

**SECTION 5.** THAT said Guiton Morgan, as City Manager, be and he is hereby authorized and directed to forthwith send to said Federal Emergency Administration of Public Works two certified copies of this Resolution and two certified copies of the proceedings of the City Council of said City of record in connection with the adoption of the Resolution, and such further documents or proofs in connection with the approval by said Federal Emergency Administration of Public Works.

The resolution was then read, and, upon motion of Councilman Alford, seconded by Councilman Gillis, the resolution was adopted by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

The Mayor laid before the Council the following resolution:

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

THAT the sum of \$709.90 be and the same is hereby appropriated out of the General Fund, not otherwise appropriated, for the purpose of purchasing one 1934 Model Chevrolet truck, 131" wheel base, for use in the Cemetery Division of the Engineering Department.

Upon motion of Councilman Wolf, the resolution was adopted by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

The Mayor laid before the Council the following resolution:

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

THAT the sum of \$5,000.00 be and the same is hereby appropriated out of the Water, Light and Power Fund, not otherwise appropriated, for the purpose of PWA Bond Funds to cover preliminary costs of PWA projects, this transfer to be returned to Water, Light and Power Fund upon sale of PWA Bonds and/or recovery of project costs from United States Government.

Upon motion of Councilman Wolf, the resolution was adopted by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

The Mayor laid before the Council the following resolution:

WHEREAS, The Southwestern Bell Telephone Company has presented to the City Council tentative maps and plans showing the proposed construction of its pole lines in the streets in the City of Austin hereafter named, and said maps or plans have been considered by the City Engineer; therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

THAT the Southwestern Bell Telephone Company be, and the same is hereby permitted to construct its pole lines in the following streets:

(1) A telephone pole line in PARK PLACE from Red River Street westerly approximately one-half block, the centerline of which pole line shall be 6 feet south of and parallel to the north line of said Park Place.

THAT the work and construction of said pole lines, including the excavation of the streets and the restoration and maintenance of said streets after said pole lines have

been constructed, shall be under the supervision and direction of the City Manager.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

The Mayor laid before the Council the following resolution:

WHEREAS, The Southwestern Bell Telephone Company has presented to the City Council tentative maps and plans showing the proposed construction of its pole lines in the streets in the City of Austin hereafter named, and said maps or plans have been considered by the City Engineer; therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the Southwestern Bell Telephone Company be, and the same is hereby permitted to construct its pole lines in the following streets:

(1) One telephone pole in OAK HILL ROAD between West Mary Street intersection and the City limits of the City of Austin, which pole shall be located on a line 2 feet south of the north line of said Oak Hill Road.

THAT the work and construction of said pole lines, including the excavation of the streets and the restoration and maintenance of said streets after said pole lines have been constructed, shall be under the supervision and direction of the City Manager.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

The Mayor laid before the Council the following resolution:

WHEREAS, Lee Bunch, lessee from Chas. E. Marsh of property located at the northwest corner of the intersection of West 7th Street and Colorado Street, the same being a portion of Block 82 of the Original City of Austin, Travis County, Texas, has made application to the City Council of the City of Austin for permission to construct a 15-foot commercial driveway opposite a portion of the above described property, which driveway is to be constructed opposite Lot 6, Block 82, of said Original City, as shown upon the plan hereto attached marked 2-0-535, which plan is made a part hereof; and

WHEREAS, The City Council has favorably considered the granting of said request; therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT Lee Bunch, lessee from Chas. E. Marsh of property located at the northwest corner of the intersection of West 7th Street and Colorado Street, the same being a portion of Block 82 of the Original City of Austin, Travis County, Texas, is hereby granted permission to construct one 15-foot commercial driveway on the north side of West 7th Street west of Colorado Street, the same being opposite Lot 6, Block 82, of the Original City of Austin, Travis County, Texas, subject to the construction of concrete ramps, curbs, driveways, and sidewalks as shown upon the plan hereto attached marked 2-0-535, which plan is hereby made a part of this resolution, and that all concrete curb, ramp, driveway and sidewalk construction done within the City streets shall be done by a bonded sidewalk contractor and in accordance with lines and grades furnished by the Engineering Department of the City of Austin and under the supervision and direction of the City Engineer of said City of Austin.

Upon motion of Councilman Gillis, the resolution was adopted by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

The Mayor laid before the Council the following resolution:

WHEREAS, Texas Public Service Company has presented to the City Council tentative maps or plans showing the proposed construction of its gas mains in the streets in the City of Austin hereafter named, and said maps or plans have been considered by the City Council;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT Texas Public Service Company be and the same is hereby permitted to lay and construct its gas mains in and upon the following streets:

(1) A gas main in MARATHON BOULEVARD ALLEY, beginning at the dead end of an existing gas main, which point of beginning is 5 feet west of and 178 feet south of the intersection of the east line of said Marathon Boulevard Alley and the south line of West 42nd Street;

Thence in a southerly direction with the centerline of a gas main 5 feet west of and parallel to the east line of said Marathon Boulevard Alley a distance of 125 feet.

Said gas main described above shall have a cover of not less than 2 feet.

The Texas Public Service Company is hereby put upon notice that the City of Austin does not guarantee that the space assigned above is clear from other underground utilities, but is based upon the best records we have at hand, and that the minimum depth stated does not have any reference to the fact that greater depths may be required at special points. When the Texas Public Service Company requires definite information upon the ground as to elevations or working points from which to base the location of their assignments, they shall apply to the City Engineering Department not less than three (3) days before such information is required. The Texas Public Service Company is further put upon notice that they will be required to bear the expense of repairs or replacement of any underground utility damaged during the construction of lines named in this resolution.

AND THAT whenever pavement is cut in the vicinity of a fire plug, water must be used at intervals during the course of backfilling of the ditches.

THAT the work and laying of said gas mains, including the excavation in the streets and the restoration and maintenance of said streets after said mains have been laid, shall be under the supervision and direction of the City Manager, and under all the pertinent terms and conditions of the certain franchise granted to said Company by the City of Austin.

Upon motion of Councilman Wolf, the resolution was adopted by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

The Mayor laid before the Council the following ordinance:

AN ORDINANCE REGULATING TRAFFIC ON CERTAIN PARTS OF CONGRESS AVENUE, SIXTH STREET AND GUADALUPE STREET, IN THE CITY OF AUSTIN, CUMULATIVE OF CERTAIN ORDINANCES HERETOFORE ORDAINED, REPEALING ALL ORDINANCES IN CONFLICT HERewith, AND PRESCRIBING PENALTIES.

The ordinance was read the first time and Councilman Wolf moved that the rule be suspended and the ordinance placed on its second reading. The motion was adopted by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

The ordinance was read the second time and Councilman Wolf moved that the rule be further suspended and the ordinance placed on its third reading. The motion was adopted by the following vote; Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

The ordinance was read the third time and Councilman Wolf moved that same be finally passed. The motion was adopted by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

The Mayor laid before the Council the following resolution:

WHEREAS, The City of Austin is enrolled in the 1934 National Traffic Safety Contest of the National Safety Council; and